

REMARKS

Applicants have amended claims 1, 2, 15, and 16 as set forth above. In view of the above amendments and the following remarks, reconsideration of the outstanding office action is respectfully requested.

The Office has rejected claims 1-9 and 15-23 under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. Specifically, in claims 1-2, 15 and 16, the Office asserts the claims recite “the geometric relationship” and it is not clear as to what geometrical relationship is being referred too. In addition, the Office asserts that is no antecedent basis for “the geometric relationship.” Accordingly, Applicants have amended the claims as set forth above to more particularly point out and distinctly claim the subject matter and to remove the reference to “the geometric relationship.” In view of the foregoing amendments and remarks, the Office is respectfully requested to reconsider and withdraw this rejection.

The Office has rejected claims 1, 4-10 and 18-23 under 35 U.S.C. 103(a) as being unpatentable over US Patent No. 5,951,441 to Dalebout et al. (Dalebout) in view of US Patent No. 4,063,463 to Nordengren (Nordengren). In addition, the Office has rejected claims 2-3 and 15-17 under 35 U.S.C. 103(a) as being unpatentable over Dalebout et al. in view of Nordengren as applied to claim 1 and further in view of US Patent No. 1,728,673 to Driver (Driver).

In particular, the Office asserts that Dalebout discloses a belt comprising a substrate (18/50) having a first and second surfaces and first and second ends, which form a seam, an elastomeric (20/30) having first and second ends and surfaces, wherein the elastomer is adjacent and in contact with the first surface of the substrate and the first and second ends of the elastomer form an interlocking puzzle cut seam (Col. 4, lines 26-34). However, the Office states that Dalebout does not disclose the first and second ends are mechanically interlocked together by a geometric relationship between the ends. Thus, the Office asserts that Nordengren discloses a belt having a first and second ends with interlocking puzzle cuts seam that are mechanically locked together by a geometric relationship in order to frictionally lock the ends of the belt and to form a very strong joint. Therefore, the Office asserts that it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the seam of Dalebout to include the puzzle cut of Nordengren in order to frictionally lock the ends of the belt together and to form a very strong joint.

In addition, the Office states that Dalebout et al. in view of Nordengren discloses that one seam is mechanically interlocked but does not disclose both of the first and second seams are interlocked. Thus, the Office asserts that Driver discloses a belt with adjacent materials (1, 2) in contact with each other having interlocking ends in order to create a smooth, flat surface to an strengthen the seamed joints. Therefore, the Office asserts that it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the belt of Dalebout so that both seamed joints are interlocking joints in view of Driver in order to create a smooth, flat surface and to an strengthen the seamed joints. In addition, the Office asserts that the method steps would be inherently included during the manufacturing of Dalebout et al. in view of Nordengren and Driver devices. However, in view of the amendments above and remarks below, the Office is respectfully requested to reconsider and withdraw these rejections.

Dalebout, Nordengren, and Driver, alone or in combination, do not disclose or suggest, a seamed, conformable belt “wherein the first end and the second end of the elastomeric layer form a second, detachable, substantially planar, interlocking puzzle cut seam the first and second ends of the elastomeric layer interlocking with one another such that the first and second ends are mechanically and detachably locked together” as recited in claim 1 or a method for forming a seamed, conformable belt comprising “positioning the first end and the second end of the elastomeric layer to form a second, detachable, substantially planar, interlocking puzzle cut seam, the first and second ends of the elastomeric layer interlocking with one another such that the first and second ends are mechanically and detachably locked together” as recited in claim 15.

As the Office has acknowledged, Dalebout does not teach or suggest that the first and second ends are mechanically interlocked together by a geometric relationship between the ends. In addition, the portions of Dalebout cited by the Office specifically teach away from a detachable connection between the first and second ends. Specifically, Dalebout teaches that “heated irons 46 melt fingers 42 and 44 together to form a continuous engagement belt.” (Col. 4, lines 33-35).

Nordengren discloses a method of fitting a filter belt to a filter assembly. In particular, Nordengren teaches a rubber belt wherein each end of the belt “is provided with recesses which correspond to projections on the opposing ends of the belt” such that “when joining the two ends of the belt together, the projections of one end portion are engaged in the

recesses of the other.” (Col. 2, lines 19-24, Figs. 2, 4). However, Nordengren clearly teaches that after the “connecting members are inserted in respective recesses to form an endless belt having a friction-locked joint, the ends of said belt are fully vulcanized, and the belt is tensioned.” (Col. 2, lines 39-43). In addition, the ends of the belt may then be placed “in a heating device which is arranged to supply the requisite amount of heat at the necessary temperature for finally vulcanizing and joining together said ends. (Col. 2, lines 55-60). Thus, Nordengren does not teach or suggest a seamed, conformable belt having a detachable connection between the first and second ends.

In addition, Driver relates to a joint for abrasive belts wherein the ends of the abrasive belt to be joined are connected by a fabric or other tape being glued to the belt seam to form a “multi-ply joint” between successive sections of the belt. (pg. 2, lines 3-9). Driver does not teach a detachable connection between the first and second ends.

With the present invention, the use of a seamed, conformable belt where the first end and the second end of the elastomeric layer form a second, detachable, substantially planar, interlocking puzzle cut seam the first and second ends of the elastomeric layer interlocking with one another such that the first and second ends are mechanically and detachably locked together has distinct advantages which would not have been achieved based on the teachings of the prior art. For example, the lack of bonding between the ends of the elastomeric layer enables the elastomeric layer of the belt to be easily replaced, without the need for replacing the substrate. (See Specification, page 5, lines 26-28, and page 7, lines 20-21). Further, the lack of bonding between the ends of the elastomeric layer eliminates the need for and difficulty with selecting and using a bonding agent, e.g., an adhesive of appropriate conformability and modulus of elasticity to join together the ends of the elastomeric layer. (See Specification, page 5, lines 28-31, and page 7, lines 20-24).


These novel features would not have been obvious to a person of ordinary skill in the art at the time of the invention. Accordingly, the Office is respectfully requested to reconsider and withdraw the rejections of claims 1 and 15 under 35 U.S.C. § 103(a). Since claims 2-9 depend from and contain the limitations of claim 1 and claims 16-23 depend from and contain the limitations of claim 15, they are distinguishable over the cited references and patentable in the same manner as claims 1 and 15.

In view of all of the foregoing, it is submitted that this case is in condition for allowance and such allowance is earnestly solicited.

Respectfully submitted,

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